



Terms and Conditions

XXXBlackBook.com Terms and Conditions:

We are glad you have decided to join our community, and look forward to your involvement with our site. Before you begin delving into our services and the content available, please take a moment to review these Terms and Conditions ("Terms").

These Terms are an agreement between you and XXXBlackBook.com ("we," "us," or "our"). These Terms set out the legally binding terms of your use of XXXBlackBook.com website and our affiliated sites (the "Website"), and include (i) our policy for acceptable use of the materials, communications features and other services (the "Service") we provide through the Website; (ii) your rights, obligations and restrictions regarding your use of the Service; and (iii) our Privacy Policy.

By using the Website or Service you agree to be bound by these Terms. Please read these Terms carefully and save it. If you do not agree with it, you should leave the Website and discontinue use of the Service immediately. If you are an individual who wishes to become a Registered User (which will allow you to use limited features of the Service), you must read these Terms and indicate your acceptance of its terms by following the instructions on the REGISTRATION [http://www.fffblackbook.com/register] page and checking the box labeled "I have read and agree to the Privacy Policy and Terms and Conditions. I confirm I have reached the age of majority in my jurisdiction." If you are a Registered User who wishes to become a Member of the Website by purchasing a membership (which will allow you to use all features of the Service appropriate to the level of membership you purchase), you will be subject to both these Terms as outlined below, and further terms as specified by the third party billers we use to process membership fees.

We reserve the right to modify these Terms from time to time. We will notify you of any significant updates by presenting you with an alert that describes the changes. Your continued use of our Website or Service signifies your acceptance of the changes. Links to these Terms can always be found on any page on the Website. The terms of our Privacy Policy and any notices regarding the Website or the Service sent to you or posted on the Website are hereby incorporated into and made part of these Terms.

WARNING: THE WEBSITE MAY CONTAIN ADULT MATERIAL

Sexually explicit pictures, videos, stories, images, or sounds could be contained on the Website. If you are under the age of majority (18, or older, depending on your jurisdiction), if you are offended or do not wish to be exposed to this type of material, or if it is illegal to view adult material in your community, you must exit the Website and discontinue use of the Service immediately.

You acknowledge that you understand that there are commercially available parental control protections (such as computer hardware, software or filtering services) available to assist you in limiting access to material that is harmful to minors. If you are interested in learning more about these protections, information is available at www.cybersitter.com, www.netnanny.com or from other companies, providers or entities offering such protections. (These links are provided for informational purposes only - XXXBlackBook.com is not affiliated with, nor does XXXBlackBook.com endorse or recommend these products or services.)

BY BECOMING A MEMBER OR REGISTERED USER OF THE SERVICE, YOU ARE CONSENTING TO BECOMING A PARTY TO THESE TERMS, AND ARE AGREEING TO BE BOUND BY THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS AND OUR PRIVACY POLICY, THEN YOU MUST DISCONTINUE THE REGISTRATION OR MEMBERSHIP PROCESS AND ALL USE OF THE SERVICE OR ACCESS TO THE WEBSITE.

1) Service.

As a commitment to our Registered Users and Members (collectively, the "Users"), the Service provides a rich collection of online resources. These include, but are not limited to, various communication tools, video chat services, third party content, online forums, personalized content and branded programming.

Users of the Service may become Registered Users or Members. Registered Users are able to access a limited set of the Service's features without charge after providing required registration information. Paid Members are given access to all features included as part of the membership option chosen when applying for the membership.

XXXBLACKBOOK.COM RESERVES THE RIGHT TO DISCONTINUE OR REQUIRE PAYMENT FOR ANY FREE SERVICE AT ANY TIME WITHOUT NOTICE. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION OR DISCONTINUANCE OF ANY OR ALL FREE SERVICE(S).

XXXBLACKBOOK.COM RESERVES THE RIGHT TO DISCONTINUE OR CHANGE SERVICES INCLUDED IN VARIOUS MEMBERSHIP OPTIONS AT ANY TIME WITHOUT NOTICE. YOU AGREE THAT WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION TO ANY OR ALL OF XXXBLACKBOOK.COM'S MEMBERSHIP OFFER(S).

From time to time, at our sole discretion, we may offer free service upgrades or promotional accounts to some Users. We reserve the right to change or discontinue, temporarily or permanently, such service upgrades or promotional accounts without notice. You agree that we are not liable to you or any third party for any modification or discontinuance of free service upgrades or promotional accounts.

XXXBlackBook.com reserves the right to change or discontinue, temporarily or permanently, the Service in whole or part at any time without notice. You agree that XXXBlackBook.com will not be liable to you or any third party for any modification or discontinuance of the Service.

2) Eligibility.

OUR WEBSITE AND SERVICE ARE INTENDED SOLELY FOR ACCESS AND USE BY INDIVIDUALS WHO ARE 18 YEARS OF AGE OR OLDER (IN JURISDICTIONS WHERE 18 IS NOT THE AGE OF MAJORITY, INDIVIDUALS MUST HAVE REACHED THE AGE OF MAJORITY IN SUCH JURISDICTION TO ACCESS OUR WEBSITE AND SERVICE).

By viewing, using, registering or subscribing to the Website, you represent and warrant the following:

**EXHIBIT 8-B
TO DECLARATION OF
WILLIAM LIVINGSTON**

- A) That you have the right, authority and capacity to enter freely into these Terms;
- B) That you choose to access the Website and Service freely, in order to view, read, or hear the content available for your own personal enjoyment or entertainment;
- C) That you will abide by these Terms;
- D) That you are of the age of majority in your jurisdiction (18, or older, depending on the age of majority in your jurisdiction);
- E) That you will not permit any individual under the age of majority in your jurisdiction (18, or older, depending on the age of majority in your jurisdiction) to view or access material on the Website;
- F) That you have not notified any government agency, including the United States Postal Service, that you do not wish to receive sexually oriented material; and
- G) That you will not use or view the Website in a jurisdiction where doing so would or could be considered a violation of any law or regulation, rule, ordinance, edict, custom or community standard.

If you are merely surfing or browsing through the Website and have not yet registered with or subscribed to the Service, your use of the Website is still subject to these Terms: if you do not agree to these Terms, then do not use the Service.

YOU HEREBY WARRANT AND ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE THAT ANY USE OF OR ACCESS TO THE WEBSITE OR SERVICE BY A MINOR OR IN CONTRAVENTION OF THE LAWS OF YOUR JURISDICTION CONSTITUTES UNAUTHORIZED ACCESS TO THE WEBSITE AND TO THE SERVICE, AND COULD SUBJECT YOU TO CRIMINAL OR CIVIL PROSECUTION. XXXBLACKBOOK.COM IS IN NO WAY RESPONSIBLE FOR ANY UNAUTHORIZED ACCESS OR USE OF THE WEBSITE OR SERVICE BY YOU.

3) Privacy Policy.

XXXBlackBook.com respects your privacy and has developed a detailed Privacy Policy. Please take the time to read our Privacy Policy, which is incorporated by its reference into these Terms.

4) Terms of Use.

For the benefit of the entire XXXBlackBook.com community, and to comply with applicable laws, we have a few mandatory guidelines for our Users. Please understand that XXXBlackBook.com reserves the right to change or discontinue, temporarily or permanently, your access to the Service in whole or part in response to any conduct that we determine to have violated these Terms. While XXXBlackBook.com does not pre-screen Content (as defined below) posted by Users to the Website, nor do we pre-screen communications sent via the Service, we reserve the right to remove or edit any Content that, in our sole judgment, is found to violate these Terms. For this reason, we ask that you carefully read and fully understand these Terms.

A) Provide Accurate Information.

You agree to provide true, accurate, current and complete information about yourself as requested in the Website's registration form ("Registration Data"). Accurate records help us create better websites and provide us with opportunities to identify new services or products that may interest you. Please update your Registration Data to keep it current and accurate.

B) Guard Your Password.

You will receive a user name and password upon completion of the registration process. You are responsible for maintaining the confidentiality of your password and the security of your account, and are fully responsible for all activities that occur using your password or account. Use of an account on multiple computers simultaneously is disallowed. Please notify XXXBlackBook.com immediately of any unauthorized use of your password or account or any other breach of security. XXXBlackBook.com employees will never ask for your password at any time. The contact form is the only official way to contact XXXBlackBook.com admin. If you share your login and personal information with anyone and your account is compromised, your profile may be deleted and you will forfeit the remainder of your paid membership and will not be refunded.

C) Obey the Law.

You agree not to use the service for any illegal purpose, or for the transmission or posting of any digital information including, but not limited to, text, images, graphics and audio/video/audio-video recordings ("Content") that is unlawful, harassing, libelous, abusive, threatening or obscene or that constitutes an infringement/invasion of the rights of privacy or publicity of any individual or entity.

You agree to use the Service in a manner consistent with any and all applicable laws, regulations, customs or community standards in the jurisdiction from which you are accessing the Website.

If you receive communications that you find to have violated these Terms, please contact us using our online contact form here with a description of the situation, including message text and the User who sent the information to you.

D) Respect Intellectual Property and Copyright.

You agree not to use the service to post, display or disseminate any Content that infringes on the copyright of any other individual, entity or interest without obtaining the prior written consent of the owner of such proprietary rights. You warrant that for any Content you post, display or disseminate:

1. You own the Content posted by you on or through the Service, or that you otherwise have the right to grant the license set forth in this section; and
2. The posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any individual or entity. You agree to pay for all royalties, fees and any other moneys owed to any individual or entity by reason of any Content posted by you to or through the Service.

XXXBlackBook.com intends to fully comply with the Digital Millennium Copyright Act ("DMCA"), including the notice and "take down" provisions, and to benefit from the safe harbors immunizing us from liability to the fullest extent provided by law. XXXBlackBook.com reserves the right to terminate registration or membership privileges of any User who repeatedly infringes the copyright rights of others upon receipt of proper notification by the copyright owner or the copyright owner's legal agent.

Included below are the processes and procedures that XXXBlackBook.com will follow to resolve any claims of intellectual property violations:

A) Notice for Claims of Intellectual Property Violations.

If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, please provide XXXBlackBook.com's Copyright Agent with the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner (the "Complainant") of the copyright or other intellectual property interest that has allegedly been infringed;
2. A description of the copyrighted work or other intellectual property that the Complainant claims has been infringed;
3. A description of where the infringing material or activity that the Complainant is located on the Website, with enough detail that we may find it on the Website (e.g., Profile ID);
4. The name, address, telephone number and email address of the Complainant;
5. A statement by the Complainant that upon a good faith belief the disputed use of the material or activity is not authorized by the copyright or intellectual property owner, its agent or the law; and
6. A statement by the Complainant, made under penalty of perjury, that the Complainant is the copyright or intellectual property owner or is authorized to act on behalf of the copyright or intellectual property owner and that the information provided in the notice is accurate.

XXXBlackBook.com's Copyright Agent for Notice for Claims of Intellectual Property Violations can be reached as follows:

By mail:

Copyright Agent c/o XXXBlackBook.com
2nd Floor
13 Upper Baggot Street Dublin 4
Ireland

By contact webform: [Click Here](#)

B) XXXBlackBook.com's Response to Notice for Claims of Intellectual Property Violations.

Upon XXXBlackBook.com's receipt of a Notice for Claims of Intellectual Property Violations, XXXBlackBook.com will take the following steps:

1. Promptly remove or disable access to the material or activity claiming to be infringing;
2. Notify the person responsible for posting the alleged infringement of copyright or other intellectual property rights (the "Subscriber") that the material or activity has been removed or access to it has been disabled; and
3. Provide the Subscriber with a Counter Notification Form outlining the steps they are required to follow if they wish to respond.

C) Counter Notification Form.

If a Subscriber receives notice that a material or activity posted on the Website was removed or disabled and the Subscriber wishes to dispute the Notice for Claims of Intellectual Property Violations, the Subscriber must provide XXXBlackBook.com's Copyright Agent with the following information:

1. An electronic or physical signature of the Subscriber;
2. A description of the copyrighted work or other intellectual property that has been removed or disabled and the location where the material appeared before removed or disabled;
3. A statement by the Subscriber, made under penalty of perjury, that the Subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and
4. The Subscriber's name, address, telephone number and email address, and a statement that the Subscriber consents to the jurisdiction of the United States District Court for the judicial district in which the Subscriber's residence is located if in the United States, or a similar court in the country of the Subscriber's residence. The Subscriber must also provide a statement that they will accept service of process from the Complainant.

D) XXXBlackBook.com's Response upon Receipt of a Counter Notification Form.

Upon XXXBlackBook.com's receipt of a Counter Notification Form, XXXBlackBook.com will take the following steps:

1. Promptly provide the Complainant with a copy of the Counter Notification Form;
2. Promptly inform the Complainant that the removed or disabled material or activity will be replaced or re-enabled in not less than ten (10), but no more than fourteen (14), business days unless XXXBlackBook.com's Copyright Agent first receives notice that the Complainant has filed an action seeking a court order to restrain the Subscriber from engaging in infringing activity relating to the material or activity on the Website; and
3. After the period in subsection 2 above has elapsed, replace or re-enable the disabled material unless a notice of action as defined in subsection 2 above has been received (unless the material is determined by XXXBlackBook.com in its sole discretion to potentially infringe any intellectual property rights).

To the extent the notices and "take down" requirements above deviate from the requirements under the DMCA, then the notice requirements as provided by the DMCA shall control and are herein incorporated by reference.

In accordance with the DMCA, we have adopted a policy of terminating, in appropriate circumstances and in the sole discretion of XXXBlackBook.com, Registered Users or Members who are deemed to be repeat copyright infringers. We may also in our sole discretion limit access to the Website and/or terminate the registration or membership of any User who infringes upon any intellectual property rights of others, whether or not there is any repeat infringement.

E) Use of Messaging, Email, Blogging and Video.

Some of XXXBlackBook.com's features provide Members with access to mail and/or profile comments. You agree not to use this feature of the Service to broadcast "junk mail," "spam," "chain letters," or unsolicited mass distribution of files or images

In order to ensure that these communication services are not abused, XXXBlackBook.com may establish general practices and limits concerning their use. These may include but are not necessarily limited to a maximum number of days that messages will be retained by the Service, a maximum number of messages that may be sent from or received by an account on the Service, a maximum size or length of any message that may be sent from or received by an account on the Service, a maximum amount of disk space that will be allotted for your stored messages, a maximum amount of time spent broadcasting and viewing video, and a maximum time period and number of times you may have access to the Service in a given time frame.

If you receive communications that you find to have violated these Terms, please contact us using our online contact form here with a description of the situation, including message text and the User who sent the information to you.

F) Impersonation.

You agree that you will not impersonate any other Registered User or Member of the Service by any means (for example, but not limited to, including fraudulent or misleading statements in your profile, or sending communications containing claims or statements intended to misrepresent your identity). You will not, by any means available on the Service, attempt to impersonate or claim that you are in any way associated with or responsible for or to XXXBlackBook.com or affiliates of XXXBlackBook.com.

If you have received communications, or you have detected any material posted to the Website that you believe violates these Terms, please contact us using our online contact form here with a description of the situation, including message text and the User who sent the information to you.

G) Disclosure of Personal Information in Public Sections of the Website.

You agree to avoid any communication including, in whole or in part, any personally identifiable information (including, but not limited to, email addresses, instant messenger account information, phone numbers, physical addresses or real names) on public areas of the Website (including, but not limited to, profiles, comments, chat streams, images, graphics and audio/video/audio-video recordings). Posting material of this kind in a public forum leads to an increased potential for undesired use of your personally identifiable information.

If you have received communications, or you have detected any material posted to the Website that you believe violates these Terms, please contact us using our online contact form here with a description of the situation, including message text and the User who displayed the information to you.

H) Promotion.

At no time during your participation on the Website is it acceptable to promote yourself as it relates to your participation on any other website, and at no time is it acceptable that you redirect Users of XXXBlackBook.com to any other website.

The Service can not be used to transmit or post messages, images, graphics or audio/video/audio-video recordings containing any advertisements or solicitation for funds, goods or services.

If you have received communications, or you have detected any material posted to the Website that you believe violates these Terms, please contact us using our online contact form here with a description of the situation, including message text and the User who sent the information to you.

I) Content Restrictions.

All website design, text, graphics, the selection and arrangement thereof, and all software that are part of the Website are protected by international copyright laws. The publication, sale or redistribution in any form or medium of the Content found on the Website is strictly prohibited without the prior written permission of XXXBlackBook.com. Content that is publicly available on the Website may not be stored in a computer, except for personal and non-commercial use.

J) Limits On Uses of User Information.

The material on the Website is for the private, non-commercial enjoyment of Registered Users and Members only. Any other use is strictly prohibited. XXXBlackBook.com spends a great deal of time and money to obtain and maintain the information and services available on its Website. Registered Users and Members agree that they will not data scrape, copy, aggregate, redistribute, alter, reproduce or re-use for commercial purposes any User's information (whether specific to any particular user or as an aggregation) accessible through any websites owned by XXXBlackBook.com, without express written permission from XXXBlackBook.com. Registered Users and Members agree that, should they do so, XXXBlackBook.com reserves the right to cancel their registration or membership immediately. Additionally, reuse of copyrighted information (pictures, interviews, features, videos, audio, etc.) will be prosecuted to the fullest extent of the law.

"Commercial purposes" can include, but are not limited to, selling information to third parties; using the data collected to customize Users' experiences at a site or network outside of XXXBlackBook.com; using the data for targeted marketing campaigns not affiliated with XXXBlackBook.com; or using the data to offer services to Users of XXXBlackBook.com. XXXBlackBook.com reserves the right to take immediate action against any individual or entity participating in any of the prohibited actions mentioned above.

ILLEGAL AND/OR UNAUTHORIZED USES OF THE WEBSITE, INCLUDING COLLECTING USER NAMES, EMAIL ADDRESSES OR OTHER PERSONALLY IDENTIFIABLE INFORMATION OF REGISTERED USERS OR MEMBERS BY ELECTRONIC OR OTHER MEANS FOR THE PURPOSE OF SENDING UNSOLICITED EMAILS. UNAUTHORIZED FRAMING OF OR LINKING TO THE WEBSITE OR ANY OTHER USE NOT EXPRESSLY PERMITTED IN THESE TERMS IS PROHIBITED AND WILL BE INVESTIGATED. WE RESERVE THE RIGHT TO TAKE ACTION IN RESPONSE TO ANY SUCH USE OF PERSONAL OR PROPRIETARY INFORMATION, INCLUDING, WITHOUT LIMITATION, CIVIL, CRIMINAL OR INJUNCTIVE REDRESS.

5) Rights You Grant to the XXXBlackBook.com Sites.

A) Distributing Content You Produce.

Subject to our Privacy Policy, you are granting a license to XXXBlackBook.com for any Content you provide by any means through or to the Website and the Service offered therein as detailed below.

If you provide any Content to the Website, you represent and warrant that you have all necessary ownership or other rights in the Content to place it on the Website, that it is not defamatory and that it does not violate any rights of privacy or any intellectual property rights of any other person.

XXXBlackBook.com may modify, display, transmit and create new material using your Content to support the operation of our systems, including but not limited to, providing introductions to other Users, assisting us in the formulation and transmission of communications to you, adding watermarks to profile images, or to support your inclusion in the new or featured members sections of the Website.

By submitting Content to the Website, you automatically agree that XXXBlackBook.com and anyone permitted by XXXBlackBook.com may reproduce, display, distribute and create new works of authorship based on and including the Content.

Notwithstanding this license, XXXBlackBook.com will take reasonable precautions to ensure that your e-mail and direct communications remain private.

B) Advertising by XXXBlackBook.com.

XXXBlackBook.com relies on advertisers to help fund offered services. In order to continue the Service, you agree that XXXBlackBook.com may display advertisements and promotions of all kinds in and with the Service.

C) Account Access.

In order to ensure that XXXBlackBook.com is able to provide high-quality services that are responsive to Users' needs, you agree that XXXBlackBook.com employees have access to your account and records as reasonably needed to investigate account issues.

D) Monitoring of Content.

XXXBlackBook.com assumes no responsibility for monitoring the Service for inappropriate Content (including, but not limited to, Content that may infringe on the copyright of any individual or entity) or conduct. If at any time we choose, in our sole discretion, to monitor the Service, XXXBlackBook.com assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of any User submitting such Content.

E) Termination of Access to Service.

We reserve the right, in our sole discretion, to terminate or suspend your access to the Service at any time for any reason, with or without notice, including but not limited to, breach of these Terms.

Any fraudulent, abusive, obscene or otherwise illegal activity on the Service, as well as any activity that may affect the enjoyment or use of the Service by other Users, may be grounds for the suspension or termination of all or part of the Service at our sole discretion. In the case of fraudulent, abusive, obscene or other wise illegal use of the Service your profile may be deleted and you will forfeit the remainder of your paid membership and will not be refunded. In cases of inappropriate, fraudulent or illegal use of the Service, you may be referred to appropriate law enforcement services.

F) Contacting Users.

We reserve the right to contact you, using the information provided by you when registering with or subscribing to XXXBlackBook.com, with information including but not limited to, changes in these Terms or the Privacy Policy, changes in services or pricing, information regarding your use of the Website, special offers for services provided by us or a third party, or issues with respect to your paid membership.

We reserve the right to use your personally identifiable information to identify you in dealings with third party billing providers.

NOTE THAT ANY COMMUNICATIONS TO YOU MAY CONTAIN MATERIAL OF A SEXUALLY EXPLICIT NATURE.

Disclosure and use of your personally identifiable information will be restricted by the terms of our Privacy Policy.

G) Contact and Communications From Other Users.

You warrant and affirm that you understand and agree that all data in your profile and all other data regarding your use of the Service will be used in and in association with the Service's features, including but not limited to, providing introductions to other Users, details for the new or featured members section, and searchable information for use by other Users of the Service.

Additionally, your profile (and its contents) may be searchable by, and you may be able to search for the profiles (and the contents) of, Members registered to other sites operated and powered by the Service (e.g. co-branded, privately labeled, etc.). This feature may allow you to interact with Members of other affiliated websites.

Note that any communications to you may contain material of a sexually explicit nature. We do not actively monitor the contents of any communications between Users. If you receive communications that you believe have violated any other section of these Terms, please contact us using our online contact form here with a description of the situation, including message text and the User who sent the information to you.

Information you provide to XXXBlackBook.com is handled in accordance to our Privacy Policy.

H) No Actions Resulting From Registration In "No Contact" Registries.

You hereby agree that you will not bring any action against XXXBlackBook.com, any Website Content Providers, any of the Website's affiliates or any of the aforementioned parties' principals, employees or agents as a direct or indirect consequence of your registration of an email address, mailing address, telephone number or other contact information with any governmental "do not email" registry. You agree to indemnify XXXBlackBook.com, our affiliates and any of the aforementioned parties' principals, employees and agents for any and all expenses and damages that result from any and all breaches of this section and for any actions against XXXBlackBook.com for sending you email that you requested or authorized XXXBlackBook.com, any Website Content Providers or any of the Website's affiliates to send.

I) Merger or Acquisition.

In order to ensure a smooth transition of the Service in the event of a merger, acquisition, reorganization, sale of any portion of its assets or the sale of an individual website owned by XXXBlackBook.com, XXXBlackBook.com may transfer your personally identifiable information to a third party as a part of such merger, acquisition, reorganization or sale.

J) Integrated Databases.

Your profile (and its contents) may be searchable by, and you may be able to search for, the profiles (and their contents) of, members registered to other websites operated or "powered by" XXXBlackBook.com (e.g. co-branded, privately labeled, etc.). This feature may allow you to interact with additional affiliates of XXXBlackBook.com.

6) Third Party Services.

The Website may contain (or you may be sent through the Website or the Service) links to other websites ("Third Party Websites") as well as text, images, graphics and audio/video/audio-video recordings, software and other content belonging to or originating from third parties (the "Third Party Content"). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness or completeness by XXXBlackBook.com, and we are not responsible for any Third Party Websites accessed through the Website or any Third Party Content available through the Website. When using any services offered by a third party via the Website, you will be subject to terms posted by these third party service providers. Also, by accepting third party offers, you will be subject to terms posted by these third parties. Accepting these offers signifies your agreement to those additional terms.

7) Membership With XXXBlackBook.com.

The following terms are specifically associated with the purchase of a XXXBlackBook.com membership.

A) Payment Obligation and Credit Card Authorization.

The Member is responsible for paying periodic membership fees. All listed fees are in U.S. dollars. Paying Members authorize XXXBlackBook.com's payment processor(s) to charge the Member's credit card (or other approved facility) for the ongoing cost of membership. Payment for the appropriate services will be made by automatic debit to the Member's credit card (or other approved facility). Paying Members will be automatically renewed for a term equal to the original term upon expiration of the then-current term, and continually thereafter, unless the Member terminates the membership online prior to the renewal date pursuant to the process set forth below. The Member acknowledges and agrees that the authorization to charge the Member's credit card for services shall automatically transfer to any successors or assigns of the Service for substantially similar services on the Website. The Member may not assign or transfer his or her membership to any other individual or entity. You must have reached the age of majority in your jurisdiction (18, or older, depending on the age of majority in your jurisdiction) in order to register for a membership.

Payment must be made by a major credit card, checking account or phone charge accepted by XXXBlackBook.com's payment processor(s). The billing period ends each term on the anniversary of your activation date ("Billing Date"). If XXXBlackBook.com does not receive payment from the credit card issuer or its agent, you agree to pay all amounts due upon demand by XXXBlackBook.com. Your card issuer agreement governs your use of your designated card in connection with the Service, and you must refer to that agreement and not these Terms to determine your rights and liabilities as a cardholder. YOU, AND NOT XXXBLACKBOOK.COM, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY WHICH WERE NOT AUTHORIZED BY YOU.

XXXBLACKBOOK.COM RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS FEES AND BILLING METHODS, INCLUDING THE ADDITION OF SUPPLEMENTAL FEES OR SEPARATE CHARGES FOR CONTENT OR SERVICES PROVIDED BY XXXBLACKBOOK.COM OR CHANGES TO SERVICES ASSOCIATED WITH VARIOUS MEMBERSHIP OPTIONS, EFFECTIVE THIRTY (30) DAYS AFTER AN ONLINE POSTING AT XXXBLACKBOOK.COM. XXXBLACKBOOK.COM MAY ADDITIONALLY PROVIDE NOTICE OF BILLING CHANGES VIA EMAIL. IF ANY SUCH CHANGE IS UNACCEPTABLE TO YOU, YOU MAY TERMINATE YOUR MEMBERSHIP TO THE SERVICE, AS PROVIDED BELOW. YOUR CONTINUED USE OF THE SERVICE FOLLOWING THE EFFECTIVE DATE OF A CHANGE TO SUCH FEES AND BILLING METHODS SHALL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGE.

B) Member Information.

You agree to provide true, accurate, current and complete information about yourself as prompted during the membership process. You are required to provide an accurate email address during the registration process for transactional (order confirmation, refund and renewal processing), informational (to provide you with notifications of matches or message events from other members of the Service) and promotional (new product offerings, special discounts, event notifications, special third-party offers) purposes. Email messages we send you may contain code that enables tracking of your usage of the e-mails, including whether the e-mail was opened and what links (if any) were clicked. Users can opt out of any non-transactional email messages using the settings features included as part of the Service.

Users should protect their email account, as it is one of the few ways we can resolve XXXBlackBook.com account issues accurately.

Once you are a Member of the Service, your username and password will allow access to Member services appropriate to the level of membership you purchased. You are solely and entirely responsible for maintaining the confidentiality of your password. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account. Members must promptly inform XXXBlackBook.com of any of the following: changes in the expiration date of any credit card used in connection with the service; changes in home or billing address, and apparent breaches of security, such as loss, theft or unauthorized disclosure or use of an account or password. Until XXXBlackBook.com is notified by email of a breach in security, the Member will remain liable for any unauthorized use of all XXXBlackBook.com services, and for any charges that accrued to his or her account.

C) Cancellation of Your Membership.

You may terminate your membership at any time. When termination is requested, your credit card (or other approved facility) will not be automatically renewed and access will be terminated on the expiration date. Termination of your membership shall not relieve you of any obligations to pay accrued charges, including any prorated charges accrued for the billing cycle during which your membership is terminated.

D) Membership Termination for Breach of Terms.

You acknowledge that XXXBlackBook.com, in its sole discretion, may terminate your account (or any part thereof) or use of the Service for any reason, including without limitation, if XXXBlackBook.com believes that you have violated or acted inconsistently with the letter or spirit of these Terms. XXXBlackBook.com may also, in its sole discretion, at any time discontinue providing the Service, or any part thereof, with or without notice. You further acknowledge that membership fees are not refundable, in whole or part, upon membership termination.

You agree that any termination of your access to the Service under any provision of these Terms may be effected without prior notice, and acknowledge and agree that XXXBlackBook.com may immediately deactivate or delete your account and/or bar any further access to the Service. Further, you agree that XXXBlackBook.com shall not be liable to you or any third party for any termination of your access to the Service.

E) Trial Memberships.

XXXBlackBook.com occasionally offers promotional trial memberships to its premium services at special discounted prices. Members that sign up for such trial memberships will be automatically renewed at the normal membership rate at the end of the trial period, unless the Member cancels before the end of the trial.

F) Get Laid Guarantee Offer.

Our Get Laid Guarantee offer (a free 3-month extension to an initial 3-month membership) is open to first-time members of XXXBlackBook.com who:

1. Sign up and pay for at least three (3) consecutive months, either in a one-time payment or three (3) monthly payments;
2. Comply at all times with XXXBlackBook.com's Terms and Conditions; and
3. Actively use his or her XXXBlackBook.com membership, meaning:
 - A. creating a valid profile with a photograph;
 - B. keeping the profile active at all times by logging into the Website at least once a week;
 - C. responding to all Users that show an interest in you; and
 - D. sending a request for a 3-month extension to our customer service department before the end of the third month of membership.

The Get Laid Guarantee offer expires on the 31st day after the expiration of an eligible member's initial three (3) months of membership. This means that an eligible member has 30 days from the day his or her initial 3-month membership ends to email a request for a 3-month extension under the Get Laid Guarantee offer. A refund is not available in place of a 3-month extension.

In accordance with these Terms, and to ensure continuous and uninterrupted access to your membership, your membership will automatically be extended for successive renewal periods of the same duration as the membership term originally selected, at the then-current non-promotional membership rate, unless you cancel or comply with the Get Laid Guarantee offer as described above.

XXXBlackBook.com reserves the right to modify, suspend, or cancel the Get Laid Guarantee offer at any time without notice to you. The decisions of XXXBlackBook.com are final, including but not limited to eligibility for this 3-month extension offer.

This offer is non-transferable and is only redeemable once per Member.

G) Access.

Members are responsible for providing all personal computer and communications equipment necessary to gain access to the Service. Access to and use of the membership service is through a combination of a user name and a password. Each Member must keep his password strictly confidential. XXXBlackBook.com will not release passwords for any reason, except as may be specifically required by law or court order or in a permitted transfer. Unauthorized access to the membership service is a breach of these Terms and a violation of law.

H) Refund Policy.

The billing system used by XXXBlackBook.com or our authorized agents provides extensive credit card fraud protection measures and includes many features to protect users from accidental charges. Therefore, XXXBlackBook.com will only issue a refund in case the reported problem is proved to be well grounded and we feel that a refund is merited.

Refunds will be provided only under the rarest of circumstances and only after our Customer Service team carefully investigates claims using all data at its disposal. Refunds will be considered for the following issues:

- persistent technical problems originating with the XXXBlackBook.com service that have been reported to our Customer Service department
- persistent issues with interactions with other users of the service.

XXXBlackBook.com does not provide cash refunds: the requested transaction is refunded back to the customer by our authorized billing agent.

If an issued refund is for a recurring billing, only the most recent payment will be refunded. At XXXBlackBook.com's discretion, a refund for a recurring billing will result in an immediate cancellation of recurring service.

In cases where a recurring product is associated with our Getlaid Guarantee Offer, the guarantee will be voided in cases where a refund is issued.

A refund of fees for any non-recurring service(s) will result in immediate termination of access to the service(s).

On issuing a refund, XXXBlackBook.com reserves the right to add the customer to the negative databases of our associated authorized billing agents, and to any third party fraud prevention agents associated with the XXXBlackBook.com product.

8) Limitations of Liability.

YOU HEREBY AGREE THAT WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE, PROFITS OR DATA ARISING IN CONNECTION WITH THESE TERMS OR THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THESE TERMS AND THE SERVICE WILL NOT EXCEED THE TOTAL FEES PAID BY YOU UNDER THESE TERMS.

A) Disclaimer of Warranties.

You expressly understand and agree that your use of the Service is at your sole risk. The service is provided on an "AS IS" and "AS AVAILABLE" basis. XXXBlackBook.com and its third party service providers expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

XXXBlackBook.com makes no warranty that:

1. the Service will meet your requirements;
2. the Service will be uninterrupted, timely, secure or error-free;
3. the results that may be obtained from the use of the Service will be accurate or reliable;
4. the quality of any products, services, information or other material purchased or obtained by you through the Service will meet your expectations;
5. that your email, videos, video messages or blog will not be lost;
6. that the Website, Service or Content associated therewith is free of harmful or malicious code. You understand that neither we, our affiliates nor any Website Content Providers represent, guarantee or warrant that either the Website or any Content or any other files you may access or download from the Website, any website linked to Website or any affiliated website will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, protection of your computer(s) and for maintaining a means of reconstructing data that you might lose because of any harmful code you use, download or install; or
7. any errors in the software will be corrected.

Any material downloaded or otherwise obtained by you through the use of the Service is done at your own discretion and risk, and you will be solely responsible for any potential damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from the Website, our third party service providers, or through or from the Service will create any warranty not expressly stated in these Terms.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

To the extent that any part of this section is not consistent with any other part of these Terms, then this Disclaimer of Warranties will override it.

B) Limitation of Liability.

You agree that the Website will not be liable for any harms, including direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Website has been advised of the possibility of such damages), resulting from:

1. the use or the inability to use the Website or Service;
2. the cost of getting substitute goods and services resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the service;
3. unauthorized access to or alteration of your transmissions or data;
4. loss or misuse of data you posted, transmitted through, or otherwise communicated via the Website or the Service;
5. statements or conduct of anyone on the Service; or
6. any other matter relating to the Service.

C) Indemnification.

You agree to protect and fully compensate the Website, and our principals, employees and agents, our service providers, billers and affiliates from any and all third party claims, liability, damages, expenses and costs (including but not limited to, reasonable attorneys fees) arising from your use of the Service, your violation of these Terms, your provision of Content to the Service, or your infringement or infringement by any other User of your account, of any intellectual property or other right of anyone.

D) Release of Liability.

You hereby release XXXBlackBook.com and its principals, employees, independent contractors, advertisers, affiliates, suppliers, agents and attorneys, and their successors and assigns from any and all liability and responsibility in connection with the Content and all other information, messages, communication or other materials you may receive from the XXXBlackBook.com, Website affiliates, Website Content Providers, or other Registered Users and Members of the Service.

E) No Endorsement of Website Content or User Behavior.

You agree and understand that XXXBlackBook.com is not responsible for any incorrect or inaccurate Content posted on the Website or transmitted via the Service, whether caused by Users of the Service, third party providers, third party advertisers, or by any of the equipment or programming associated with or utilized in the Service.

You acknowledge and agree that we do not endorse the Content posted or transmitted via the Service by any third party (including, but not limited to, Registered Users, Members, advertisers, third party providers and Website affiliates) and are not responsible or liable for any Content, even though it may be inaccurate, unlawful, harassing, libelous, invasive of privacy, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable, or that it infringes or may infringe the intellectual property or other rights of another individual or entity.

You acknowledge that the XXXBlackBook.com Sites do not pre-screen all Content, but that the Website and its assignees will have the right (but not the obligation) in its sole discretion to refuse, edit, move or remove any Content that is publicly available via the Service. If you encounter any Content that you feel violates any of these Terms, please contact us using our online contact form here with a description of the situation, including a description of the content and its location.

Because XXXBlackBook.com is not directly involved in any User interactions, in the event that you have a dispute with one or more Users or those who have posted, viewed or used information on the Website, you agree to release XXXBlackBook.com, including its principals, employees, agents, subsidiaries and affiliates, from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you receive any communication from, or encounter any material (including, but not limited to, text, images, graphics, digital audio/video/audio-video, User profile details or chat streams) that you feel violates any of these Terms, if you have received communications, or you have detected any material posted to the Website that you believe violates these Terms, please contact us using our online contact form here with a description of the situation, including message text and the User who sent the information to you.

Except as previously stated, and notwithstanding any promotional offers (including, without limitation, the Get Laid Guarantee offer), XXXBlackBook.com does not endorse, encourage, recommend or arrange personal or social communications or meetings among any Users of the Website or between any User and any Website affiliate or between any User and any Website Content Provider. You are expected to use common sense and take appropriate measures and precautions to insure your own personal safety and privacy in the event that you choose to communicate with, or meet with any individual with whom you have communicated through the use of any public areas or chat areas of the Website, if any, or through materials provided by XXXBlackBook.com, a Website affiliate or any Website Content Provider. You acknowledge and agree that XXXBlackBook.com shall not be held responsible in any way for the outcome of any contact or meeting, whether in person, by telephone or any other means, resulting from advertisements placed or responded to, or messages or communications sent or received by other Users, Website affiliates, Website Content Provider, or through any use, directly or indirectly, of the Website or the Service. You further acknowledge and agree that XXXBlackBook.com does not screen any communications between Website affiliates or Website Content Providers and Users, and XXXBlackBook.com has no control over such communications and makes no representations or warranties with respect to the character, veracity, age, health or any other attribute of any Website Content Providers, Website affiliate or any other Users of the Website.

Nothing in these Terms is intended to waive, remove, or usurp XXXBlackBook.com's immunity from liability to the fullest extent as provided under the Communications Decency Act, 47 U.S.C. Section 230 et seq., regarding Content provided by third parties and Members.

F) Non-Waiver.

You acknowledge and agree that the failure of XXXBlackBook.com, its assignees or its successors, or any the Website Content Providers or Website affiliates and their successors or assigns, to enforce any of the specific provisions of these Terms shall not comprise a waiver of, or preclude or prevent any later, further or other enforcement of such provision(s), or any other provision(s), or waive, preclude, prevent or diminish the exercise of any other rights.

G) Purpose.

The Website provides information of a general nature and is designed for entertainment purposes only. The Website does not endorse any of the advice, treatments, medications, or products discussed herein.

On occasion, the Service may include messages from advice columnists or Members who respond to various types of questions. These responses are provided for entertainment purposes only, and are not intended as specific advice in any particular circumstance. Such statements do not constitute counseling of any kind. We urge Users requiring professional advice (including but not limited to, advice on medical, personal, health, psychiatric, legal or financial matters) pertaining to their personal situation to consult with a qualified counselor.

9) Non-Transferability.

You shall not, under any circumstances, have the right to transfer or assign your license to use the Website or any license(s) to use any Content you might obtain in association with the Website. You acknowledge that any attempted transfer or assignment of any such rights shall be void from the beginning. Any passwords that are issued for use at or in association with the Website or Service are for your individual use only. You must keep passwords issued by XXXBlackBook.com and/or Website affiliates strictly confidential, and you hereby agree to do so. If you use a password that XXXBlackBook.com considers to be insecure, we reserve the right to require the password to be changed and/or terminate your authorized access to password protected areas. Any sharing of passwords or any other methods of unauthorized access to the Website with any other individual or entity is strictly forbidden.

10) Notices.

Notices by XXXBlackBook.com to Registered Users and Members may be given by electronic messages or by a general posting on the Service.

Notices to XXXBlackBook.com by Registered Users and Members may be given by electronic messages using our online contact form here.

11) Governing Law and Severability.

Except as otherwise expressly stated in these Terms, all matters relating to your access to, or use of, the Service shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions and any disputes arising out of these Terms will be subject to the exclusive jurisdiction of an appropriate court in the Commonwealth of Virginia. If any provision of these Terms is invalid or unenforceable under applicable law, it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect.

12) Non-Waiver of Rights.

XXXBlackBook.com's rights under these Terms may not be waived unless XXXBlackBook.com agrees to such change in writing. These Terms are personal to you and you may assign, transfer or delegate these Terms only with XXXBlackBook.com's prior written approval. Any other attempt to assign, transfer or delegate these Terms shall be null and void.

13) United States Export Controls.

Software from the Website is subject to United States export controls. No software from the Website may be downloaded or otherwise exported or re-exported into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods, or to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

14) The parties have agreed that these Terms shall be written in English.

15) Entire Agreement.

Please contact us using our online contact form here with any questions regarding these Terms. These Terms are the entire understanding between you and XXXBlackBook.com.

Version [03/12/12]

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